

## COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (the "Agreement") is entered into this 8<sup>th</sup> day of August, 2008, among the REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body corporate and politic ("Agency"), the CITY OF BURBANK ("City"), a charter city and municipal corporation, and BURBANK UNIFIED SCHOOL DISTRICT ("BUSD").

### RECITALS

A. The City has received a petition to initiate a Property Based Assessment District ("District") in the downtown area.

B. The District is subject to Proposition 218 and requires public entities to pay the assessments unless clear and convincing evidence shows that those entities will not benefit by the District.

C. Neither City nor BUSD have funding sources to pay for this assessment. The Agency agrees to provide funds to the District in an amount equal to the assessment owed by each entity, subject to its appropriation of funds, which may occur annually.

### AGREEMENT

NOW, THEREFORE, THE AGENCY, THE CITY AND BUSD, HEREBY AGREE AS FOLLOWS

#### Section 1. Purpose of this Agreement.

The Agency agrees to pay for or otherwise provide funding to the City and BUSD or the nonprofit corporation or unincorporated association once formed to administer the PBID established by the City, in an amount equal to the assessment charged to City and BUSD. Agency will provide funds directly to the administrating group. In the event any bill is received by the parties, it shall forward it immediately to the Agency's Assistant Executive Director. The obligation shall terminate in five years, but shall be subject to annual budget appropriations made by the Agency.

#### Section 2. Liability and Indemnification.


Pursuant to Section 895.4 of the Government Code, the Agency and the City agree that each will assume the full liability imposed upon it or any of its officers, agents or employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and each party agrees to indemnify and hold harmless the other party for any loss, cost or expense that may be imposed upon such other party by virtue of sections 895.2 and 895.6 of the Government Code.

Section 3   Counterparts.

This Agreement may be executed separately by the parties, and if so, all separately executed documents shall be treated as one document.

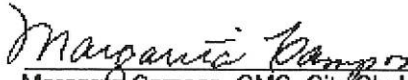
IN WITNESS WHEREOF, the City, the Agency, and BUSD have executed this Agreement as of the date first above written.

CITY OF BURBANK, a municipal corporation and charter city

By:   
Mary J. Alvord, City Manager

By: Michael S. Flad, Asst. City Manager

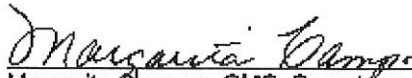
Attest:

  
Margarita Campos, CMC, City Clerk

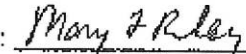
REDEVELOPMENT AGENCY OF THE CITY OF BURBANK, a public body corporate and politic

By:   
Susan M. Georgino  
Assistant Executive Director


Attest:

  
Margarita Campos, CMC, Secretary

Approved as to Form and Legal Content  
Dennis A. Barlow, City Attorney/Agency Counsel

By:   
Mary F. Riley, Sr. Asst. City Attorney

BURBANK UNIFIED SCHOOL DISTRICT

By:   
Name: J. R. RIZZO  
Title: Superintendent